

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
AT& T MOBILITY
MASTER PRICE CONTRACT
CONTRACT #7-11-70-17**

1. Scope:

This Participating Addendum covers the purchase of Wireless Services and Equipment for all State departments and may include all California political subdivisions/local governments. "State department" for the purpose of this participating addendum refers to any entity of the executive branch of California government including, but not limited to agency, department, board, commission, office, association or institution. A "California political subdivision/local government" is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. Eligible Entity for the purpose of this participating addendum, unless otherwise specified includes State departments and California political subdivision/local governments as defined above.

The California participating addendum for wireless services and equipment is designed to take advantage of the WSCA Nevada volume purchasing to develop a wireless (voice and data) services and equipment offering unique and specific to the California State's wireless business needs with respect to lowest costs and optimum operational efficiencies.

Consequently, the pricing for the service plans, features and equipment offered by the WSCA Wireless Providers (WSCA/WP) under this Participating Addendum are based on California's governmental department workforce and average monthly data usage per end user at the time of the initial request to all WSCA/WP for California participation.

At that time the State of California's governmental department workforce was approximately 200,000 employees with an average monthly data usage of less than 500 MB per California department end user.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN (WIRELESS PROVIDER), AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, (WIRELESS PROVIDER) AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF VENDOR'S AS PROVIDERS OF GOODS AND RELATED SERVICES. (WIRELESS PROVIDER), AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUB GRANTEE, BUT SIMPLY A VENDOR THAT IS A PROVIDER OF GOODS AND RELATED SERVICES. THE ARRA SUPPLEMENTAL TERMS AND CONDITIONS ARE LOCATED AT: [HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/POLIPROC/ARRATAND%20C081009FINAL.PDF](http://www.documents.dgs.ca.gov/pd/poliproc/arratand%20C081009FINAL.PDF)

2. Leasing

Not Applicable.

3. Terms and Conditions:

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard) as attached become a part of this Participating Addendum.

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- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the Contractor's Nevada, WSCA Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:

Section 18 Warranty (GSPD-401IT General Provisions)

Contractor will perform all services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. AT&T Mobility however does not manufacture products/equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the Participating Entity and/or end User upon receipt of the products/equipment. To the maximum extent possible, AT&T Mobility will pass through the Participating Entity and/or End User all manufacturer warranties available to AT&T Mobility, AT&T Mobility's products/equipment, equipment and service are provided "as is". AT&T Mobility disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, service or software.

Section 26 Limitation of Liability, Sub-section (d) (GSPD-401IT General Provisions)

Add: In no event shall AT&T Mobility be liable for users' inability to access 911 or E911 service.

Section 37 Rights in the Work Product; Sub-section (c) (GSPD-401IT General Provisions)

Delete: "as Deliverable or" from the first sentence.

- c. AT&T Mobility's response to the Department of General Services (DGS) Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum as referenced is incorporated in its entirety.
- d. This Participating Addendum is entered into by the parties under the Nevada, WSCA Master Price Agreement number 1523 (hereinafter "Nevada WSCA Master Price Agreement"). For purposes of this Participating Addendum, the Contract Number (used interchangeably with the term "Master Price Agreement Number") shall be 7-11-70-17.

- e. Order of Precedence:

To the extent of a conflict in terms between the WSCA Master Price Agreement and this Participating Addendum, the following descending order of precedence shall apply:

- Participating Addendum
- Attachment #1 Rev. 5 Pricing Worksheet in its entirety
- AT&T Mobility's Response to the Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s)
- Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s)
- Nevada WSCA Master Price Agreement

- f. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

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g. Reports & Administrative Fee:

All reports and administrative fees associated with this Participating Addendum will be provided in accordance with the State's Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer.

The administrative fee check and report should be submitted to the following address:

Terry Munoz, Wireless Contract Administrator
Department of General Services
Procurement Division
Contracts Management Unit #2
707 Third Street, 2nd Floor, MS #2-201
West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Contracts Management Unit #2
707 Third Street, 2nd Floor, MS # 2-201
West Sacramento, CA 95605

Contact: Terry Munoz
E-mail: terry.munoz@dgs.ca.gov
Phone: (916) 376-5482
Fax: (916) 375-4522

i. The primary AT&T Mobility Customer contact for this Participating Addendum is as follows:

	<u>AT&T Mobility</u>
Address:	<u>2600 Camino Ramon 3E550BB</u> <u>San Ramon, CA 94816</u>
Contact:	<u>Twila Lively</u>
E-Mail:	<u>Twila.lively@att.com</u>
Phone:	<u>925 487 - 9945</u>
Fax:	<u></u>

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j. Price Agreement Number:

The Master Price Agreement Number for this Participating Addendum is 7-11-70-17. The Master Price Agreement Number MUST be shown on all purchase documents issued against this Master Price Agreement.

This Participating Addendum, AT&T Mobility's response to the Department of General Services Request for Offer #DGS-1070 together with its exhibits and/or addendum(s) and the Nevada WSCA Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, AT&T Mobility's response to the DGS/PD RFO #DGS-1070 together with its exhibits and/or amendments, and the Nevada WSCA Master Price Agreement and its exhibits and/or amendments shall not be added to or incorporated into this Participating Addendum, AT&T Mobility's response to the DGS/PD RFO #DGS-1070 with its exhibits and/or addendum(s) or the Nevada WSCA Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, AT&T Mobility's response to the DGS RFO #DGS-1070 and its exhibits and/or amendments and the Nevada WSCA Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

m. State Departments – Specific Purchasing Guidelines

State departments are restricted from acquiring any service plans, features and/or equipment beyond those identified on the attached pricing worksheets incorporated into this participating addendum.

n. California political subdivision/local government – Specific Purchasing Guidelines

The WSCA/WP will afford the opportunity to California political subdivisions/local governments to acquire the Consumption service plan, any features and/or equipment identified on the attached Pricing Worksheets incorporated into this Participating Addendum. The Unlimited Voice Plan and the Unlimited Wireless Broadband Modem Plan are not being offered to California political subdivisions/local governments. California political subdivisions/local governments, at their option, will be afforded the opportunity to continue with the existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. Regardless of the California political subdivision/local governments selected option, WSCA/WP will be obligated to provide all reporting data as described herein.

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By Signing below AT&T Mobility agrees to offer the same products/and or services as on the (the lead state and contract number) at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

By:

Name: Jim Butler

Title: Deputy Director

Date:

5/25/11

Contractor Name

By:

Name: Roland Saenz

Title: Director Customer Contracts

Date: 5-17-2011